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COLLECTIVE BARGAINING
INFORMATION

Collective Agreement

Between

The Thames Valley District School Board

and

Canadian Union of Public Employees

CUPE 4222B

Term of Agreement:

Received - union

Received - employer

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2000 January 01

to

2001 December 31

440 empl's



"Our Students, Our Future"

11989(01)

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Collective Agreement bet **ween** **CUPE 4222B** and the
Thames Valley District School Board

PURPOSE

The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union, to secure prompt disposition of grievances, to secure the efficient operations of the Employer's business without interruption or interference with work and to provide wages, hours, benefits and working conditions for the employees. It is *recognized* by this agreement to be the duty of the Employer, the Union and the employees to cooperate fully, individually and collectively for the advancement of the said conditions.

***Collective Agreement between CUPE 4222B and the
Thames Valley District School Board***

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the exclusive bargaining agent of all of its office and clerical employees save and except supervisors and assistant supervisors, persons above the rank of supervisor or assistant supervisor, persons employed pursuant to a Government grant programme, students employed during the vacation period, persons employed as secretary, executive secretary or secretarial assistant to the Board as well as all other employees covered by another certification or current employees covered by another recognized employee group.

For the purpose of clarity, all employees in job classifications listed in Appendix A (Bargaining Unit Exclusions) are excluded from the bargaining unit.

1.02 For the purpose of this agreement a full-time employee shall mean an employee regularly scheduled to work 24 hours or more per week and part-time employees shall mean an employee regularly scheduled to work less than 24 hours per week. The parties may mutually agree to exceptions as they arise.

1.03 Each employee in the Bargaining Unit shall upon attaining seniority under Article 6.01 (b), and as a condition of employment, become and remain a member of the Union.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that the management of the operations and direction of the working force are fixed in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, layoff, suspend and rehire employees and to discipline or discharge an employee for just cause;
- (c) make, enforce and alter from time to time rules and regulations to be observed by the employees, When such rules and regulations are instituted or altered the Employer shall provide a copy to the Union and shell concurrently inform all the affected employees ten (10) working days prior to the effective date.

2.02 The Employer agrees that these rights shall be executed in a manner consistent with the terms and provisions of this Agreement and shall be subject to the right of the employee and/or the Union to lodge a grievance as set forth herein.

2.03 The Union recognizes that a lesser standard of just cause (basic procedural

fairness) applies to the termination of probationary employees.

- 2.04 All past practices and policies of the four (4) predecessor Boards which are not explicitly included in this agreement are hereby rescinded.
- 2.05 The Union shall be provided with a copy of all written Policies and Procedures that may impact on the Bargaining Unit.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Board and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to employment by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or handicaps as those terms are defined in the Ontario Human Rights Code and any other relevant legislation.

ARTICLE 4 - UNION SECURITY, MEMBERSHIP AND DUES

- 4.01 Each employee in the bargaining unit shall as a condition of employment, become and remain a member of the Union.
- 4.02 On each pay the Employer will deduct from the pay of each employee who is covered by this Agreement, union dues as specified in writing by the Union. The Employer shall also deduct any initiation or assessment levies in accordance with the Union's written instructions. In all cases, the Union shall notify the Employer in writing at least 30 calendar days in advance of any changes to the amount of Union dues or levies to be deducted.
- 4.03 All union dues so deducted shall be remit-red to CUPE Local 4222, by electronic transfer when feasible, nor later than the 10th day of the month following the month in which such deductions are made together with a list of the names of all employees from whose pay the dues were so deducted (dues/levies/assessment/initiation fees), total regular wages for the period being remitted, the amount deducted, the employee location and employment status. The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deduction and remittance of dues by the Employer pursuant to this Article.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Employer recognizes the following committees of employees for the respective purposes shown:

The Bargaining Committee: consisting of not more than seven (7) employees, who are members of Unit A and not more than five (5) employees who are

members of Unit B for the purpose of negotiating this Agreement and its renewal. The union may have up to an additional three (3) delegates from Unit A and one (1) additional delegate from Unit B, whose salaries shall be paid for by the Union. Negotiations shall be held at a neutral location unless mutually agreed upon by both parties.

The Labour Management Committee: consisting of not more than seven (7) employees and not more than seven (7) representatives of the Employer for the purpose of improving communications between the parties and discussing matters of mutual concern. This committee shall hold monthly meetings on dates set out at the beginning of each school year. The Union and the Employer will exchange agendas of matters for discussion seven (7) calendar days before each regular meeting of the committee. The committee will also meet at any other mutually agreeable time to discuss urgent matters.

The Union Grievance Committee: consisting of not more than four (4) employees one of which shall be the Chief Steward, for the purpose of processing grievances in accordance with the Grievance Procedure provided for in this agreement. The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties.

The Joint Health and Safety Committee: consisting of up to eight (8) union members representing all three CUPE bargaining units and up to eight (8) employer representatives shall be established. The health and safety committee shall hold meetings as required by legislation or as determined by the joint committee for the purpose of considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. The terms of reference shall be established by the Joint Health and Safety Committee and shall be reviewed from time to time as circumstances dictate.

Early and Safe Return to Work Committee: a joint committee consisting of not more than seven (7) employees and not more than seven (7) representatives of the Employer shall be established. The purpose of the committee will be to establish and implement an Early and Safe Return to Work Program and terms of reference to govern the committee. The program will provide fair and consistent practices for accommodating employees who have been ill, injured or disabled, regardless of cause, to enable an early and safe return to work. The terms of reference for the committee will clarify the employment opportunities for these employees, based upon the capabilities of the employees and to establish jobs to which they may return or modify the worker's existing jobs or other jobs deemed fit to comply with their capabilities. The terms of reference shall be established by the Early and Safe Return to Work Committee and shall be reviewed from time to time as circumstances dictate.

The Job Evaluation Committee: the job evaluation committee shall consist of up to nine (9) representatives of the Employer and up to nine (9) representatives of the employee group For the purpose of:

- (a) evaluating jobs according to the joint job evaluation plan;
- (b) reviewing submissions made as the result of the employer designating a new job classification covered by this agreement;
- (c) reviewing submissions made as the result of any significant change in the duties or responsibilities of a job classification;
- (d) ongoing maintenance of pay equity,

and making appropriate recommendations according to the procedures established in the agreed upon Terms of Reference. The Employer and the Union will have no more than five (5) voting members on the Committee, with additional representatives serving in the role(s) of alternate, Chairperson, note-taker, liaison as agreed upon in the Terms of Reference.

Redeployment Committee: In the event of reorganization or a reduction resulting in the permanent redundancy of position(s) within the bargaining unit, the parties will discuss whether the situation warrants the establishment of a Redeployment Committee. Where it is decided that the establishment of a committee would be appropriate, such a committee shall be established not later than two (2) weeks after the notice of job elimination is given to the Union. The Committee shall consist of no more than four (4) representatives from each party, The mandate of the committee will be to identify potential alternatives to the position elimination, identify vacant positions or positions which may become vacant within a determined time period. identify retraining needs of affected employees, and make recommendations to the Employer.

- 5.02 The Employer will pay each employee who is on any of the committees in Article 5.01 at their regular rate of pay for all regularly scheduled straight time lost while attending meetings with the Employer.
- 5.03 The Employer will not be required to recognize or deal with employees on any of the committees in Article 5.01 unless the Union has previously notified the Employer in writing of the names of such employees and the committees of which they are members, from time to time.
- 5.04 No employee shall leave work to investigate or process grievances in accordance with the Grievance Procedure in this Agreement or to attend meetings with the Employer as a member of any of the committees in Article 5.01 without the prior consent of the Executive Superintendent of Human

Resource Services or designare, which consent shall not be unreasonably withheld.

- 5.05 A representative of the National Union and/or the President of the Local Union may attend meetings of any of the *committees in Article 5.01*. It is understood that they do nor have any voting privileges where voting an issues is a requirement.
- 5.06 All routine correspondence between the two parties (except for grievance handling) shall pass between the appropriate Manager of Human Resource Services and the Corresponding Secretary *or Local President* with a copy of all such correspondence to the Executive Superintendent of Human Resource Services.
- 5.07 Should an employee be called to a meeting with the Employer and during the conversation finds that the discussion concerns his/her work performance, the employee may request to be joined by a co-worker before the meeting proceeds any further.
- 5.08 Leave of absence with pay and without loss of seniority shall be granted to *not more than five (5) employees* elected or appointed to represent the Union at Union functions, conventions, conferences, or educational seminars. Such time shall not exceed a total of *forty (40) working days* in one school year,

ARTICLE 6 - SENIORITY

- 6.01 (a) Seniority is defined as length of continuous permanent service within the bargaining unit and predecessor bargaining units since an employee's most recent date of hire with the amalgamated Boards or the Thames Valley District School Board.
- (b) An employee coming into the Bargaining Unit after the date of ratification shall be considered a probationary employee until the employee has completed *forty- five(45) days* worked (or such extensions as agreed by the Employer and the Union) after which the employee's name shall be placed on the *seniority list* mentioned in 6.02 below and his/her seniority shall dare back to the dare the employee entered the bargaining unit on a permanent basis. The parties recognise that a lesser standard of just cause (*basic procedural fairness*) applies to termination of probationary employees).
- (c) Employees accumulate seniority as if they were full-rime employees.

- 6.02 The employer will prepare a seniority list of all the employees in the Bargaining Unit by order of Seniority and indicating the name, position title, seniority data, work location/department and employment status (full-time or part-time).
- In case of equal seniority, the ranking will be established by lottery and witnessed by the Union. This ranking will be of a permanent nature.
- 6.03 The Employer will update the seniority list and post copies of the revised list on all CUPE bulletin boards on January 30th and September 30th of each year during the term of this agreement. Any concerns with respect to the accuracy of the seniority list have to be submitted to Human Resource Services within twenty-one (21) calendar days of the posting otherwise the list shall be deemed to be accurate.
- 6.04 The Union will be provided with a copy of the seniority list referred to in (6.02) above as well as a current list of names and addresses of all employees in the bargaining unit unless prevented by any applicable legislation.
- 6.05 All seniority rights of an employee shall cease and the employee's employment shall be deemed to be terminated for the following reasons:
- (a) The employee resigns.
 - (b) The employee is discharged and not reinstated through the Grievance or Arbitration procedures.
 - (c) The employee fails to return from leave of absence, or other approved absence, without notifying the Employer at least twenty-four (24) hours prior to the date of the expiry of the leave, provided such notification is reasonably possible.
 - (d) The employee is absent from work without permission for more than three (3) consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control.
 - (e) The employee fails to report for work after a lay-off within seven (7) calendar days after receiving notice of recall by registered mail to the last address of the employee of which the Employer has record or on the recall date whichever is the later, unless such failure is proven to the satisfaction of the Employer to be due to causes beyond the employee's control- An employee is responsible for advising the Employer in writing of any address change while on lay-off.

- (f) The employee is laid off for a period longer than thirty (30) consecutive months.
- (g) The employee retires.

6.06 An employee who is absent from work due to illness, accident or approved leave of absence without pay other than as stipulated in 6.08, shall continue to accumulate seniority during the period of such absence for a period not exceeding twenty-four (24) consecutive months.

6.07 Bargaining Unit employees who have been granted a leave of absence without pay to accept alternate employment or have accepted or accept positions outside of the Bargaining Unit and who at a later date return to the Bargaining Unit as the result of a permanent vacancy left unfilled after completion of the posting process will, after successful completion of their trial period, be credited with 50% of the seniority they had accumulated prior to leaving the Bargaining Unit, It is understood that there is no seniority accumulation for the period that they were outside of the Bargaining Unit.

Members of the Bargaining Unit who after 1999 January 22 accept a position outside of the Bargaining Unit may return to the Bargaining Unit without loss of seniority for a period of twelve (12) months only.

No employee shall be transferred outside of the Bargaining Unit without their consent.

6.08 CUPE 4222B members who accept a transfer to other units of CUPE 4222 and who at a later date return to Unit B as the result of a permanent vacancy left unfilled after completion of the posting process will, after successful completion of their trial period, be credited with all seniority accrued within Local 4222.

6.09 Notwithstanding Article 13 (Job Vacancies), the parties agree that an employee covered by this Agreement who is no longer able to perform the regular duties of their position due to physical limitations supported by medical documentation, shall be given preference to vacant positions as determined by the parties through the Early and Safe Return to Work Committee. It is further understood that the terms of reference for the Early and Safe Return to Work Committee will provide for the accommodation of employees that have not been absent from work.

ARTICLE 7 - LAY-OFF & REDUNDANCY

7.01 Should it become necessary to declare a position(s) permanently redundant resulting in the displacement or layoff of employee(s), the Employer will notify in writing and meet with the Union, prior to notifying affected employees, to discuss the displacement process as per Article 5.01. Employees who are to

be laid off as the result of a redundancy will be notified in writing not less than twenty (20) working days prior to the effective layoff date or as provided for in the Employment Standards Act whichever is the greater.

7.02

When a position is declared redundant and there is more than one (1) employee in that job classification at that school/department, the displacement will be as follows:

- (a) If the redundancy is less than full-time the least senior part-time employee at the location will be displaced. If there are no part-time employees then the least senior full-time employee in that job classification at that school or department will have their status reduced, exercise his/her bumping rights or accept a layoff,
- (b) If the redundancy is a full-time position, the least senior full-time employee in that job classification at that location will be displaced regardless if there is a part-time employee with less seniority at that location. The full-time displaced employee may exercise their bumping rights or accept a layoff.

7.03

- (a) Employees displaced as per 7.02 above or declared redundant may utilize their general seniority to displace the least senior employee in the same job classification or agreed upon job alike (until job evaluation has taken place) with the same rate of pay and the same number of hours or less in the Bargaining Unit provided they have the required skill, ability and qualifications to do the job or the employee may accept a layoff.
- (b) The displaced employee(s) will then have the right to displace the least senior employee to him/her in the same job band for which the displaced employee has the required skill, ability and qualifications to perform the required work.
- (c) If there is no such least senior employee whom the displaced employee can displace as per 7.03(b) above, the displaced employee can then seek to displace the least Senior employee to them in the next lower job band for which the displaced employee has the required skill, ability and qualifications to perform the work and so on to the next lower job band or job bands. It is agreed that job bands for this Article will include all agreed upon job alike positions.
- (d) It is understood that no employee can displace an employee in a higher rate of pay or greater number of hours than their own.
- (e) The displacement process at all steps will be as follows:

The least senior employee in the affected employee's former Board boundaries then the least senior employee in the Board.

- 7.04 Through these procedures, a part-time employee can only displace a part-time employee and a full-time employee can only displace a full-time employee.
- 7.05 The designation of ten (10) month and twelve (12) month positions shall not be a consideration in the displacement/placement of employees under these procedures.
- 7.06 Where an employee is displaced/placed under these procedures, the employee will not be barred from bidding on a future job vacancy.
- 7.07 These provisions shall not apply to lay-offs of ten (10) month employees for the Christmas, mid-winter, summer breaks and/or during intercession periods in schools which are on an alternate school year calendar.
- 7.08 In the case of a layoff or redundancy, the least senior employee in the job classification affected shall be displaced assuming the remaining employees have the required skill, ability, and qualifications to perform the required work.
- 7.09 Employees who change jobs as a result of a redundancy and resultant displacement procedure shall be paid at the rate of pay of their new classification.
- 7.10 In the case of permanent layoffs and redundancies, the Employer and the Union will meet to discuss whether on-site experience, familiarization or training will allow a displaced employee to be considered qualified to perform the required work efficiently, Where it appears that training will allow the senior employee to become qualified within a short period of time and depending upon the individual's background and the job in question, on-site training may be made available.
- 7.11 A grievance concerning a layoff by reason of a redundancy in the work force may be taken up at Step 3 of the Grievance Procedure.
- 7.12 Notwithstanding any other provision in this Agreement, up to five (5) bargaining unit employees who are officers of the Union, shall be the last to be laid-off in the Bargaining Unit.

ARTICLE 8 - RECALL

- 8.01 Employees laid off shall be recalled in order of seniority provided such employee(s) has the required skill, ability and qualifications to do the work in question,
- 8.02 (a) Laid-off employees shall retain their right of recall to the bargaining unit for a period of thirty (30) consecutive calendar months.
- (b) Displaced employees shall retain their right, of recall to the classification

from which they were originally displaced for a period of twelve (12) months. If there was more than one displaced employee from the same classification and a vacancy occurs in the said classification, the vacancy will be offered to those with recall rights to the position, by order of seniority. If all the displaced employees elect not to exercise their option, the position shall be posted in accordance with the collective agreement and the employees will lose all recall rights to that position.

- 8.03 Employees recalled for work of a temporary nature may decline the *recall* without loss of seniority or recall rights. Should this be the case, the employer shall then contact the next laid-off employee and offer the temporary assignment and so on down the list until all laid-off employees from the bargaining unit have had the opportunity for the temporary assignment. It is understood as per 1 above that the employees must have the required skill, ability, and qualifications to do the work in question in order to be recalled for the temporary assignment.
- 8.04 An employee shall have the right to refuse a recall without loss of recall rights if the work location is outside the employees former Board boundaries and is farther than 30 km. from the employee's home. In such cases, seniority will continue to accrue.
- 8.05 Employees who change position as the result of the recall procedure above shall be paid according to the rate for the position to which they are being recalled retaining the same step on the wage grid they were entitled to prior to the layoff.
- 8.06 When filling a temporary position during a regularly scheduled lay-off, Christmas, March break, summer break and/Dr Intercession periods in schools which are on an alternate school year calendar, priority will be given to the employee in that position. Only employees who have previously given notice to Human Resource Services that they are interested in temporary work during their lay-off and who have the required skill, ability and qualifications to do the work available will be offered the assignment. An employee who is placed in a position within their current job classification shall continue to receive their current rate of pay.
- 8.07 When recalling an employee from a lay-off, other than Christmas, March break, summer break and/or intercession periods in schools which are on an alternate school year calendar, the employee shall be notified by registered mail or priority post and will be allowed seven (7) calendar days from delivery of the notice to report for work. The employee must contact the Human Resource Services Department within two (2) working days of the delivery of the recall notice of his/her intent to accept the recall and to advise of the date, within the seven (7) day period above, that the employee will report for work. It is the employees responsibility to keep the Employer notified of any change of address or

telephone number.

8.08 No persons including students or government project employees will be hired until employees on lay-off have been given an opportunity to work through the recall procedure, provided each has the necessary skill, ability and the qualifications to do the work available,

8.09 There shall be no overtime scheduled on a continuous basis in any department while there are qualified employees in that department on layoff.

ARTICLE 9 - NO STRIKE OR LOCKOUT

9.01 There shall be no strike or lockout during the term of this Agreement. The term strike or lockout shall be defined as in the Labour Relations Act.

ARTICLE 10 - GRIEVANCES

10.01 (a) It is the mutual desire of the Employer and the Union that all complaints and grievances shall be resolved as quickly as possible.

(b) All meetings at which grievances are processed shall be held in camera.

(c) Employees who are covered by this Agreement shall be required to follow the procedures laid down in this Article and any employee who appeals directly to any Trustee or official of the Employer shall thereby forfeit all rights under this Article.

(d) A grievance shall be defined as any differences arising out of the interpretation, application, administration, or alleged violation of the collective agreement including any question as to whether a matter is arbitrable.

(e) It is understood the same person will not hear the grievance at more than one step of the grievance procedure.

(f) A copy of all grievance replies shall be forwarded to the Executive Superintendent of Human Resource Services or his/her designate, and the President and Chief Steward of the Union at all steps.

10.02 (a) In the event of a grievance by an employee, the employee shall take the matter up with the Employer within and not after ten (10) working days after the employee became aware of the incident or circumstances giving rise to the grievance.

(b) A policy grievance or group grievance shall be taken up within and not after ten (10) working days of the union/employee(s) becoming aware of the incident or circumstances giving rise to the grievance.

- 10.03 The following procedures shall be adhered to in processing grievances, save as otherwise provided in this Article:
- STEP 1** The employee shall take the matter up with the employee's immediate supervisor. The employee may, if desired, be accompanied by a Union Steward. The immediate supervisor shall have three (3) working days within which to reply in writing to the grievance.
- STEP 2** If the Step 1 reply is not satisfactory to the employee, the steward or the Chief Steward/Deputy Chief Steward may, within and not after ten (10) working days of the receipt of the reply, advise the appropriate Department Manager or designate of their intent to proceed to Step 2. Should there not be a Department Manager, the Manager of Human Resource Services or designate shall be so advised. The Manager or designate shall hear the grievance within ten (10) working days of the receipt of the notice and shall give his/her reply in writing five (5) working days following the hearing. A grievance at Step 2 shall be in writing, shall contain a concise statement of the facts complained of, redress sought and be signed by the employee and the Steward or Chief Steward.
- STEP 3** If the Step 2 reply is not satisfactory, the Steward or Chief Steward/Deputy Chief Steward may within and not after ten (10) working days of the receipt of the reply (or if no decision is received within the time limits established in Step 2 submit the grievance to the Executive Superintendent of Human Resource Services or designate. Within ten (10) working days the Executive Superintendent of Human Resource Services or designate shall hear the grievance and shall render a written decision within ten (10) working days following the hearing. The union may within and not after ten (10) working days from the date of receipt of the reply, refer the grievance to Arbitration in accordance with the provisions of Article 11 (Arbitration).
- 10.04 A grievance concerning a layoff by reason of a redundancy in the work force may be taken up at Step 3 of the Grievance Procedure.
- 10.05 In the event there are more than one Step 3 Grievances to be dealt with at the same time, a date shall be set to deal with them, that is mutually agreeable between the Union and the Employer. The time limits shall be extended if required to accommodate this date.
- 10.06 A grievance filed by a group of employees or a policy grievance of the Union shall be taken up at Step 2 of the Grievance Procedure.

- 10.07 A policy grievance of the Employer shall be in writing and may be initiated by the Executive Superintendent of Human Resource Services by sending the grievance to the President of the Union by registered mail. If such grievance is not settled within fifteen (15) working days of the date of such delivery, the Employer may refer the grievance to arbitration.
- 10.08 Notwithstanding the provisions of the Labour Relations Act, a grievance that has not commenced or proceeded to the next step in the Grievance Procedure shall be deemed to be withdrawn, Any of the time limits in this Article may be extended by mutual agreement of the parties in writing.
- 10.09 In no event shall the Employer be required to consider any grievance which, in respect to the incident giving rise to the grievance, has previously been settled on its merits under the Grievance or Arbitration Procedures.

ARTICLE 11 ARBITRATION

- 11.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may after duly exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall proceed to appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within thirty (30) calendar days, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the arbitration board. but if there is no majority the decision of the Chairperson governs. The arbitration board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement; or in anyway modify, add to or detract from any provision of this Agreement; provided that failure to comply strictly with the provisions of this Article or the provisions of Article 10 (Grievances) shall not render a grievance void but the same may be amended or otherwise dealt with upon proper terms, in any manner which is just and equitable.

- 11.02 Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the arbitration board, and will share equally the fees and

disbursements of the Chairperson.

11.03 Parties may mutually agree to the use of a single arbitrator.

ARTICLE 12 DISCHARGE, SUSPENSION & DISCIPLINE

12.01 (a) In the event an employee is suspended as a disciplinary measure and the employee considers that an injustice has been done, the matter may be taken up at Step 2 of the Grievance Procedure,

(b) In the event an employee is discharged as a disciplinary measure and the employee considers that an injustice has been done, the matter may be taken up at Step 3 of the Grievance Procedure.

12.02 Where an employee's grievance against discharge or suspension duly comes before an arbitration board, the board may make a ruling;

(a) confirming the Employer's action, or

(b) reinstating the employee with or without compensation for wages and benefits lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of the case). or

(c) disposing of the grievance in any other manner which may be just and equitable.

12.03 An employee may be accompanied by a Steward, should the employee so wish, at any meeting with the Employer at which disciplinary action may be imposed, or where there is a review of the employee's absentee record. Prior to the meeting, the supervisor shall notify the employee of his/her rights to have a Union representative at the meeting. Should the employee refuse Union representation at the meeting, he/she shall sign a statement to that effect.

12.04 (a) An employee shall have the right at any time to have access to and have copies of his/her personnel file by making an appointment through Human Resource Services. The employee may have a copy of any document in the file.

(b) An employee shall be entitled to dispute the content of documents contained in the personnel file by providing to the board written notice of the dispute which sets forth the employee's opinion of the error or inaccuracy. Such notice shall be part of the employee's personnel file.

(c) Should an employee dispute the accuracy or completeness of information in the personnel file the board shall, within fifteen (15) working days from receipt of a written request by the employee stating the alleged inaccuracy, either confirm or amend the information and shall notify the

Employee in writing of its decision including reasons for that decision. Thereafter, derogatory documents stand unless altered or removed as a result of a timely grievance or by virtue of the application of Article 12.05.

12.05 In the event that a period of twenty-four (24) calendar months has elapsed since the derogatory notation was issued to an employee, such derogatory notation shall be removed from the employee's personnel record.

12.06 An employee covered by this agreement shall have the right to refuse to do the work of striking or locked out employees who are members of this Union.

ARTICLE 13 -JOB VACANCIES

- 13.01 (a) Whenever a new job classification falling within the bargaining unit is designated by the Employer or there is a permanent vacancy in any of the job classifications covered by this Agreement and the Employer proposes to fill such vacancy, the Employer will, post up a notice of vacancy or new job classification in all the Employer's offices and on the bulletin boards for a period of seven (7) working days from date of mailing or electronic mailing the notice for posting. In this Article, the expression "permanent vacancy" means a vacancy caused by such events as resignation, retirement, discharge, death or permanent transfer to another position, promotion and which is indefinite or long-lasting in nature and does not include a vacancy caused by approved or authorized absence from work of an employee of less than 24 months. It also includes new positions created as the result of the opening of a new school or department.
- (b) The notice will contain the name of the school or department, nature of the position, the rate of pay, job classification, the skills, ability and qualifications required, the number of hours per week, hours of work, whether it is a 10 or 12 month position, the title and address to which applications should be directed, and when it is intended to fill the vacancy.
- (c) Notwithstanding the provisions of this Article, when a job classification in a specific location is changed from part-time to full-time, part-time employee(s) in that job classification in that location, will be offered the full-time position in order of seniority. Should the employee(s) not wish to accept the full-time position, this Article shall apply in accordance with the provisions thereof. The employee must indicate his/her intention to the employer verbally within two (2) working days of receipt of such offer.
- (d) Notwithstanding Article 13.01(a), should there be a redundancy declared while there is a permanent vacancy in the same job classification, the employee declared redundant will be offered the vacant position thus eliminating the posting process as long as the employee has all the necessary skills, ability and qualifications to do the job. In the case where a number of vacancies exist within the same job group the most senior

employee effected will be offered a choice. The employee may elect to be laid off in lieu of acceptance of the offered vacant position(s) The employee may refuse the vacant position and elect to be laid off

- (e) Notwithstanding Article 13.01(a) the job posting process will apply to the vacancy and the next resulting subsequent vacancy only. On the resulting subsequent vacancy posting, employees will be requested to indicate their interest to subsequent vacancies which will be filled in accordance with Article 13.02 from those employees who have so indicated an interest. The Employer shall not be required to post any other subsequent vacancies resulting from the original pasting. The Employer may but shall not be required to post any notice of vacancy until the first successful applicant has passed their trial period.

- (f) Summer School Positions;

Where positions normally subject to lay-off continue beyond the regular school year, such positions shall be offered to the incumbent(s) in the school. In the event that there is more than one (1) incumbent, seniority shall prevail. After all incumbents have been offered positions, all the remaining summer school positions shall be posted. Only qualified employees who are currently on lay-off and qualified 10 month employees who are scheduled to be laid off at the end of the school year will be considered to fill these vacancies. The Union will be provided with the details of the summer school positions.

Far pay purposes:

- i) An employee who is placed in a position within their current job classification shall continue to receive their current rate of pay,
- ii) An employee assigned to a position in the same job band as their regular position shall continue to receive their own rate of pay.
- iii) An employee assigned to a position in a lower job band than their regular position shall be paid at the same step level in the lower paid position as the step level they were at in their own position.

13.02 Job Posting Selection Process:

- (a) An employee who wishes to apply for any posted vacancy shall make application in writing, to the Executive Superintendent of Human Resource Services or designate within the seven (7) working day period specified in Article 13.01. The application must include an up-to-date résumé.
- (b) The résumé will determine whether a candidate meets all the qualifications requested on the Job Posting. All selected candidates will be administered appropriate technical skills test if applicable. Such will

not be necessary if the employee(s) file(s) already contain appropriate test results that are two (2) years old or less.

- (c) A maximum of five (5) qualified employees who have the most seniority will be selected for an interview. Unsuccessful applicants with more seniority than those selected will be advised prior to the interview.
- (d) The interview team determines the criteria for the interview, The criteria will be reviewed with the Union prior to the interviews. Interview questions will be the same for all candidates.
- (e) The candidate with the highest interview score will be selected for the position unless there is less than a ten percent (10%) difference between the highest score and that of a candidate with more seniority in which case the employee with more seniority will be selected for the position.
- (f) The employer must advise the employee two (2) working days in advance of any rest(s) to be administered in conjunction with the interview process.
- (g) Full-time employees will be the first to be considered for full-time vacancies and part-time employees will be the first to be considered for part-time vacancies.

13.03

- (a) Employees who are interviewed for positions will be advised in writing of the results of their interview within ten (10) working days from the interview date.
- (b) Unsuccessful employees who demonstrated an interest in a specific subsequent vacancy will be advised in writing of the reason(s) for not being selected within ten (10) days of the interview for the specific position(s).
- (c) The successful applicant shall be placed in their position within twenty-one (21) working days from the date of notification of their acceptance or within eight (8) weeks from the end of the pasting period provided for in Article 13.01 whichever occurs first.
- (d) Should there be no successful applicant to a posted vacancy, the Employer will advertise the position for the interest of all permanent employees of the Thames Valley District School Board.

13.04

- (a) The successful applicant will be placed in the vacancy for a trial period not exceeding:
 - (i) thirty (30) working days if the applicant has posted to a position within their present job classification: and
 - (ii) sixty (60) working days if the applicant has posted to a position outside their present job classification.

If the applicant proves satisfactory, the applicant will be confirmed, in writing,

in the new position within fifteen (15) working days.

The trial period may be extended by mutual agreement between the Employer and the Union. If the employee proves Unsatisfactory to the Employer during that time, or if the employee is unable to perform the duties, or in the case of an employee going to a new classification and requesting a return to their former position, the employee will be returned to the employee's former position and location.

If in the interim, the former position has been declared permanently redundant, the redundancy procedures shall be invoked and the employee in question shall be considered to be in their former position for purposes of identifying the redundant employee,

(b) A successful applicant will be paid at the rate of pay in the progression in the job band to which the employee is promoted equal to or next higher than the employee's rate of pay in the job band from which the employee was promoted.

(c) **Job Familiarization:**

To facilitate the transition into the new position, the successful applicant will be provided an appropriate familiarization period where practicable.

(d) If a successful applicant is returned to his/her former position or some other position under Article 13.04 (a), the Employer shall give first consideration to those employees who were unsuccessful applicants for the initial vacancy and should the Employer place any such employee in the vacant position, paragraph (a) of this Article shall apply.

13.05 Employees who have been successful in applying through a job posting are not entitled to apply for any other posted vacancy for a period of six (6) months from the date the employee received notification that the application was successful, except with the Employer's permission. A new employee to the bargaining unit shall not be entitled to apply for a posted vacancy for a period of ten (10) months from the employee's date of hire, except with the Employer's permission,

ARTICLE 14 - NEW JOB CLASSIFICATIONS AND JOB EVALUATION

14.01 Whenever the Employer designates a new job classification covered by this Agreement, the Employer will prepare a job description and refer it to the Job Evaluation Committee for a decision in accordance with the Joint Job Evaluation Procedures; as per Article 14.03 below.

14.02 The parties agree that the job descriptions adopted by the Employer from time to time do not form part of this Agreement but are intended solely for the guidance of the parties.

14.03 **Job Evaluation Procedures:**

(a) The employee and/or the employee's supervisor may forward an appeal regarding job band placement to the Executive Superintendent of Human

Resource Services and the Union.

- (b) The appeal should indicate which factors are being appealed and the rationale for such appeal. In addition, a copy of the original Job Description Questionnaire should be attached to the appropriate appeal forms.
- (c) The Executive Superintendent of Human Resource Services shall refer such appeals to the Joint Job Evaluation Committee for the decision within sixty (60) days.
- (d) During the committee's deliberations the employee and the employee's supervisor may make a presentation to the committee. The employee may also request the Job Evaluation Liaison Officer to make the presentation on their behalf and may be present during such presentation. However, the employee, employee's supervisor and Job Evaluation Liaison Officer shall not be present at the time the committee deliberates regarding degree levels.
- (e) The Joint Job Evaluation Committee shall forward their recommendations to the Executive Superintendent of Human Resource Services within the time limits specified in paragraph (c) above.
- (f) The Executive Superintendent of Human Resource Services shall inform the parties of the decision within ten (10) days of receiving the decision from the Joint Job Evaluation Committee with an explanation of the decision.
- (g) In the event of a grievance submitted on the application of this Article, such grievance may be submitted at Step 3 of the Grievance Procedure in Article 10 (Grievances). Should the grievance proceed further, the parties shall agree to an Arbitrator who has expertise in Job Evaluation.

ARTICLE 15 - HOURS OF WORK & OVERTIME

Full-Time Only:

- 15.01
 - (a) The regular work week for office and clerical employees shall consist of thirty-five (35) hours made up of five (5) working days, Monday to Friday.
 - (b) The normal daily hours of work shall be between 8:30 a.m. and 4:30 p.m. However, variation to these hours may be made by mutual consent of the affected employee(s) and their immediate supervisor. An employee shall be allowed a lunch period of at least one-half ($\frac{1}{2}$) hour without pay.
- 15.02
 - (a) Time worked in excess of thirty-five (35) hours per week will be paid for at time and one-half (1.5) the employee's effective hourly rate calculated to the nearest fifteen (15) minutes provided that overtime amounting to

less than one (1) hour in a week will not be paid for.

- (b) When an employee is required to work on any of the holidays in Article 17 (Paid Holidays), the employee shall be paid for the holiday plus two (2) times the employee's effective hourly rate for all time actually worked and if the employee is required to work on a Sunday the employee will be paid at two (2) times the employee's effective hourly rate for all time actually worked.
- (c) Time off with pay equal to overtime calculated in accordance with (a) or (b) may be granted by the Principal, Supervisor or Department Head at the request of the employee. It is understood that the Employer has the right to maintain a qualified work force and therefore such time off, if granted, will be taken at a mutually agreed time. Such time off may not be accumulated beyond the end of the following month.
- (d) Before September 15 of each school year, the Superintendent of Human Resource Services will issue a memorandum which defines the work year for members of the bargaining unit.

15.03 Each employee shall be entitled to a fifteen (15) minute rest period in the morning and in the afternoon.

15.04 Employees who are required to work more than two (2) hours beyond their normal quitting time shall receive a twenty (20) minute paid lunch period.

15.05 No employee shall be laid off work in any week merely for the reason that they have worked overtime in that week.

15.06 If an employee is called in to work during the employee's off hours the employee shall be paid the applicable overtime rate or an amount equal to time and one-half (1.5) the employee's effective hourly rate for two (2) hours, whichever is the greater of the two.

Part-Time Only:

15.07 The regular hours of work shall be as from time to time determined by the Superintendent of Human Resource Services or the Superintendent's designate, and either the Supervisor of the Department or the Principal. Employees shall be entitled to a fifteen (15) minute rest period for each half (½) day worked.

15.08 The Employer shall notify employees of their weekly hours of work at the commencement of the fall, winter and spring school terms. An employee's weekly hours of work shall not be reduced except at the commencement of a school term.

15.09 Time worked in excess of Thirty-five (35) hours per week will be paid for at time and one-half (1.5) the employee's effective hourly rate calculated to the nearest fifteen (15) minutes provided that overtime amounting to less than one (1) hour

in a week will not be paid.

15.10 Before September 15 of each school year, the Superintendent of Human Resource Services will issue a memorandum which defines the work year for members of the bargaining unit.

ARTICLE 16 - RATES OF PAY AND JOB CLASSIFICATIONS

16.01 Rates of pay and job classifications shall be as set forth in Schedule A to this Agreement. Wages will be paid every two weeks.

16.02 When a full-time employee is assigned on a temporary basis for five (5) consecutive working days or more to perform work in a job classification other than the employee's own, the employee will be paid at the rate of pay in the progression in the job band to which the employee is transferred equal to or next higher than the employee's rate of pay in the job band from which the employee was transferred.

16.03 An employee's length of service with the Employer, for the purpose of awarding increments in accordance with Schedule A of this Agreement shall:

- (a) begin at the time at which such employee commenced in the employee's current job band;
- (b) not include any time during which such employee is on lay-off or leave of absence if the period of lay-off and leave of absence combined exceeds fourteen (14) weeks in any one (1) calendar year.

ARTICLE 17 - PAID HOLIDAYS

17.01 (a) For permanent employees, the following specified days, shall be recognized as holidays and paid at regular rates based upon the number of scheduled hours for the employee on that day of the week subject to the Employment Standards Act:

New Year's Day	Good Friday
Labour Day	Easter Monday <i>a</i>
Thanksgiving Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	

- (b) or days observed in lieu of any such holiday and any other day proclaimed as a holiday by the Employer or by any competent Government Authority.
- (c) Employees shall be excused from work without loss of pay on December 24 and on December 31 when these days are regularly scheduled days of work.
- (d) In addition to the paid holidays as outlined in 17.01 (a) above, twelve *x*

{12} month employees are also eligible for the Ontario Civic Holiday.

(e) One {1} floating holiday per vacation year to be observed on a day to be mutually agreed upon between the employee and the Employer. such holiday to be taken by June 30^m each year. A floating holiday cannot be carried over from one year to the next. x |

(f) Labour Day will be recognized as a paid holiday only if the employee works during the week immediately preceding the holiday. x ,

17.02 In order to qualify for holiday pay, an employee must work their full scheduled day immediately preceding and immediately following the holiday concerned and works on such holiday if scheduled to work, unless excused by the Employer. However, an employee on approved leave of absence not exceeding seven working days, will receive pay for the holiday, if otherwise eligible.

17.03 When any of the holidays noted in 17.01 (a) fall on or are observed during an employee's scheduled vacation, the employee shall be entitled to an additional day's vacation with pay for each such holiday.

17.04 Employees who are scheduled to work on a paid holiday shall be paid at the rate of double time (2X) for all hours worked in addition to their holiday pay. Such an employee may elect to take an additional day off with pay in lieu of the holiday pay to be taken at a time mutually agreed to between the employee and their immediate supervisor.

17.05 When any of the holidays noted in 17.01 (a) fall on a Saturday or Sunday, the Employer shall have the choice of granting an alternative day off with pay or an additional day's pay after consultation with all employee groups.

17.06 Employees who are on an authorized sick leave during a period in which a paid holiday falls will be paid for the holiday without a deduction from their sick leave as long as they have been at work at least one full day during the thirty (30) calendar day period preceding the holiday.

ARTICLE 18 - VACATIONS:

18.01 Employees shall receive vacation with pay or pay in lieu of vacation according to their credited employment service as of July 01 in any year as follows:

Years of continuous credited service prior to July 01 of any year	Weeks of Vacation with pay (12 month employees)	Vacation Pay (10 month employees)
less than 1 year	1 day/month [maximum of 10 days]	4%
1 < 3 years	2 weeks	4%
3 < 9 years	3 weeks	6%
9 < 17 years	4 weeks	8%
17 < 25 years	5 weeks	10%
25 + years	6 weeks	12%

- 18.02 Ten month employees shall be paid their vacation pay entitlement along with their regular bi-weekly pay as per the chart in 18.01 above.
- 18.03 An employee's vacation shall not be carried forward to the following year except under exceptional circumstances and with the consent of the Employer.
- 18.04 (a) Employees whose work locations are in schools or in departments directly related to school operations, who have less than four (4) weeks vacation entitlement, may only take their vacation entitlement during the months of July and August and during the Christmas, March and intercession breaks.
- (b) Employees with four (4) weeks or more of vacation may request vacation at other periods of time for the additional weeks. Such requests will not be unreasonably withheld subject to the provisions of Article 18.05.
- 18.05 (a) When preparing the annual vacation schedule, the Employee shall, subject to its right to maintain a qualified work force, give the choice of vacation dates to employees with the greatest seniority at each location or in each department.
- (b) Employees shall receive vacation sheers by March 01 and such requests shall be sent in to the Supervisor by April 01. Supervisors will approve all vacation requests and post in all the appropriate locations by April 21. All vacation requests or amended requests received later than April 01 shall be granted on a first come first served basis. No vacation requests shall be unreasonably denied.
- 18.06 If any of the holidays in Article 17 (Paid Holidays) are observed during a twelve (12) month employee's vacation, one additional day's vacation with pay shall be granted for each such holiday. Such additional day shall be taken at a day mutually agreed upon by the employee and his/her immediate supervisor.
- 18.07 As used in this Article, the "vacation year" means the period commencing on the 1st day of July and ending on the 30th day of June next following, Vacation with pay is earned during the course of one vacation year as expressed in this Article and the vacation earned in one vacation year shall be taken and/or paid for in the year following the 30th day of June of the vacation year in which it is earned.
- 18.08 An employee's vacation or any part thereof, may not be taken prior to the 1st day of July of the year in which it is to be taken.
- 18.09 No bargaining unit employee at the time of the signing of this agreement shall suffer a reduction of vacation entitlement or vacation pay,.
- 18.10 In the event that an employee's service is terminated for any reason, the employee shall be paid any vacation pay entitlement at the time of their termination on a pro-rata basis. Should an employee die, the estate shall be credited with the value of the vacation pay on a pro-rata basis.

ARTICLE 19 - SICK LEAVE, RETIREMENT GRATUITY

- 19.01 After the employee has acquired seniority under Article 6 (Seniority), a full-time employee covered by this Agreement will be credited two (2) days' sick leave with pay at the completion of each month of service and may accumulate the unused portion of any sick leave from one year to another up to a maximum of two hundred and forty (240) days in the case of twelve (12) month employees and two hundred (200) days in the case of ten (10) month employees.
- 19.02 After the employee has acquired seniority under Article 6 (Seniority), a part-time employee whose regular work week is seventeen and one half (17.5) hours or more will be credited one (1) day's sick leave with pay for each month of service and may accumulate the unused portion of any sick leave from one (1) year to another up to a maximum of one hundred and twenty (120) days in case of twelve (12) month employees and one hundred (100) days in the case of ten (10) month employees.
- 19.03 An employee employed by the Thames Valley District School Board on January 01, 1998 shall be entitled to have credited to the employee's account any sick days accumulated with a predecessor Board. Should the employee's subsequent use of sick days cause the accumulated amount to fall below the maximum established in 19.01 and 19.02 said Articles will apply.
- 19.04 An employee shall, when required, produce to the Employer evidence of illness satisfactory to the Employer. Should the employer deem it necessary, an employee may be required to undergo a medical examination by a physician selected from a list provided by the Employer. The Employer shall be responsible for the cost of the examination.
- 19.05 When an employee is absent from work and is entitled to sick leave with pay under this Article, such absence is deemed to be leave of absence with pay.
- 19.06 A deduction shall be made from accumulated sick leave of all normal working days absent exclusive of holidays when qualified for such. Employees absent due to illness of less than a full day shall have their sick leave credit deducted on a pro-rated basis of their normal daily hours of work.
- 19.07 A record of all unused sick leave will be kept by the Employer and each employee shall receive a record of accumulated sick leave by the end of September each year.
- 19.08 Absences permissible and chargeable under the Sick Leave Plan shall be for personal illness, personal injury, clinical tests, hospitalization for medical observation or treatment, emergency dental appointments, or any other such absence for health reasons certified by a physician of a licentiate of dental surgery or as set forth in Articles 21.08 and 23.03.
- 19.09 All employees who were covered by a Sick Leave Retirement Gratuity Plan with their predecessor Board prior to 1998 January 01, shall continue to be eligible for such plans as clarified in Appendix B (Gratuities).

ARTICLE 20 - RETIREMENT

- 20.01 An employee shall be subject to retirement at the end of the month in which the employee attains their 65th birthday.
- 20.02 The Employer will continue the present Retirement Allowance Plan for full-time former London Board of Education office and clerical employees in accordance with the London Board of Education Act, 1968 and The Education Act. In the event any new policy or by-law of the Employer dealing with retirement allowances comes into effect during the term of the Agreement which is no less favourable than the present plans, the same shall apply to employees in the bargaining unit.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01 Except as provided in this article, whenever an employee applies for a leave of absence the application shall be in writing. Any such leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted and shall state whether it is with or without pay and shall state the purpose of the leave and the terms, if any on which it is granted (which terms shall not conflict with any provision of the Agreement).
- 21.02 An employee who obtains any leave of absence for one purpose and uses it for another will be subject to discipline or discharge, depending upon the nature of the case.
- 21.03 The Employer may grant a short term leave of absence without pay to an employee for good and sufficient reason if, in the opinion of the Employer, the employee's absence will not conflict with its efficient operations. Such leave will not be unreasonably denied.
- 21.04 When an employee is on an unpaid leave of absence under Article 21, the employee shall pay 100% of the premiums to the Employer to continue insurance benefits under Article 29 (Benefits!).
- 21.05 Excluding lay-offs during the Christmas and Winter Breaks as well as the intercession periods in schools which are on an Alternate School Year Calendar, a full-time employee who is on lay-off or leave of absence without pay in excess of two (2) consecutive weeks in any calendar year shall not earn and accumulate sick leave credits and vacation during such time.
- 21.06 Leave of absence **without pay**:
- (a) **Union Office:** The Board shall grant a leave of absence to an employee who holds an office requiring full-time duty at the provincial and/or national level, provided that the Union reimburses the Board for the cost of the employee's benefits. The employee shall continue to accumulate seniority during the period of leave-
 - (b) **Public Office:** An employee who is elected to public office will be granted leave of absence for a period of one (1) elected term of office

without loss of seniority. The leave may be renewed for one additional term.

- (c) Long Term Personal Leave?: A leave of absence of up to one (1) year may be granted by the Executive Superintendent of Human Resource Services or designate with the employee's Supervisor's approval upon written request under the following conditions:
- i) the employee's absence will not conflict with its efficient operations;
 - ii) the request must be received at least three (3) months prior to the leave;
 - iii) the leave shall be without pay or sick leave and time on leave shall not count for calculation of vacation and/or salary increments where applicable;
 - iv) the employee must continue participation in all benefit plans by paying 100% of the premium costs unless covered by another policy acceptable by the Board's Insurance Company;
 - v) the employee may request an extension of up to a maximum of one additional twelve (12) month period- Any such request shall be made no later than three (3) months prior to the expiration of the leave, and
 - vi) the employee shall continue to accrue seniority for up to twenty-four (24) months.

21.07 Leave of absence with pay:

- (a) Bereavement Leave: Up to three (3) days shall be granted in the case of the death of a member of the immediate family. When used herein, immediate family shall include parent, sibling, spouse or partner, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, legal guardian, grandchild, grandparent or person who has acted as father or mother in lieu of the natural parent.

Notwithstanding the above, the leave may be extended by a maximum of two (2) days subject to the approval of the Executive Superintendent of Human Resource Services or designate.

It is understood that the granting of the Bereavement Leave shall include travel time, where necessary, and is subject to the approval of the Executive Superintendent of Human Resource Services or designate.

One day shall be granted in the case of death of an aunt or uncle,

In order to qualify, the employee must:

- i) have completed the probationary period;
 - ii) provide satisfactory proof of death, and
 - iii) be on the active payroll of the Employer and not on a leave of absence, sick leave, Workers' Compensation, vacation or lay-off.
- (b) Examinations: An employee shall be entitled to a leave of absence with pay for the purpose of writing examinations involving courses of instruction provided any such course has previously been approved and recognized by the Employer for the purpose of improving the employee's qualifications in the Employer's service.
- (c) Jury Duty & Court Witness: An employee who is summoned to serve as a juror or is required by Writ or Subpoena to appear in Court as a witness, (not on the employee's behalf) will be paid the employee's regular pay for the day required to be in Court, provided the Employee presents to the Employer the process which required the employee's presence in Court and pays over to the Employer the amount received as such juror or witness (less travel and living expense).
- (d) Religious Holidays: An employee shall be entitled to leave for religious holidays in accordance with Board Policy.
- (e) Quarantine: Leave shall be granted when an employee is absent from work because of exposure to a common case disease, or the employee is quarantined or otherwise prevented from working by order of the medical health authorities.
- (f) Graduation: Up to one (1) day per school year shall be available for the employee to attend their own graduation ceremonies or the convocation of a child, spouse or partner.
- (g) Compassionate Leave: One (1) day per school year shall be granted for compassionate reasons due to an emergency situation or to attend the funeral of a close friend or family member not included in Article 21.07 (a), or on the birth or adoption of a child.
- (h) Casual Time Off: The Supervisor or manager may grant casual time off to an employee without the necessity of a written request to a maximum of two (2) hours.
- (i) Local Union Office: At the request of the Union, the Board shall grant full-time release to an employee who is elected or selected as President of CUPE 4222 as per the following conditions:
- i) The Union will reimburse the Board on a monthly basis the salary and the full benefit costs.
 - ii) The employee shall be treated for all purposes, including but not limited to the payment of salary and benefits and the

accumulation of seniority, sick leave and vacation as if working at his/her normal assignment.

21.08 Leave with deduction of sick leave credit:

- (a) i) An employee who is unavoidably absent due to a local act of nature over which no one has control may be granted up to three (3) days leave per vacation year with deduction of sick leave credits.
- ii) An employee who is delayed by local weather conditions but arrives at his/her work location as soon as possible during their regular scheduled hours of work or who are sent home due to the closure of their work place will not have a salary deduction made nor a reduction of sick leave credits.
- (b) When an employee is the only member of his/her family available to care for the needs of his/her immediate family due to a sudden illness or accident, an employee may request to use up to five (5) days per vacation year of his/her accumulated sick leave to care for the member of the family who is ill. For purposes of this Article, immediate family will be partner, child or parent.

21.09 Return from leaves:

An employee returning from a leave of absence shall return to his/her former position and location he/she held at the time of the leave unless he/she has been laid off or displaced in accordance with the provisions of the Collective Agreement.

21.10 Self-Funded Leave:

Description:

- (a) The Self-Funded Leave Plan shall afford an employee the opportunity to enter into an agreement with the Board to take a one year Self-Funded Leave. During the leave term the employee shall agree to be paid at:

(i)	5/6 leave plan	83% of salary
(ii)	4/5 leave plan	80% of salary
(iii)	3/4 leave plan	75% of salary
(iv)	2/3 leave plan	67% of salary

normally paid under the current Collective Agreement in each of these years.

Under the following alternatives:

- (i) 5/6 leave plan - 17% of salary
 (ii) 4/5 leave plan - 20% of salary
 (iii) 3/4 leave plan - 25% of salary

- (iv) 2/3 leave plan - 33% of salary

shall be withdrawn by the Board in each of the years leading up to the Self-Funded Leave year. The amounts withdrawn shall be invested by the Board. The amount withdrawn plus accrued interest shall be paid to the employee during the year of leave.

- (b) During all years that the individual employee is participating in the Self-Funded Leave Plan, all employee benefits shall be maintained at a level as if the employee was being paid at 100% of salary. Premium costs during the Self-Funded Leave year will be paid in full by the employee. During the Self-Funded Leave year, the Board shall deduct from each pay an amount equivalent to the total monthly premium costs paid on the employee's behalf.
- (c) The Board assumes no responsibility for any consequences arising out of the implementation of the Plan related to its effect on the Pension Plan provision, income tax implications, Employment Insurance and the Canada Pension Plan.

Qualifications and application:

- (d) To be eligible for a Self-Funded Leave, an employee must have at least three (3) years of continuous employment with the Thames Valley District School Board or any of the predecessor Boards.
- (e) Applications for a Self-Funded Leave shall be made to the Principal/Supervisor who shall forward such application to the Department Superintendent over that area, who shall submit the application to the Manager - Employee Relations in Human Resource Services six (6) months prior to the start of the elected Plan.
- (f) The application form shall set out the period in which the Plan is to be effected and the time period in which the employee requests the leave position.
- (g) Applications shall be considered by the Human Resource Services Department.
- (h) It is understood that the granting of a Self-Funded Leave to an employee is the sole responsibility of the Board and such a leave will only be granted on the basis that:
- (i) there will be no financial impositions to the Board;
 - (ii) it will not create additional work for other employees;
 - (iii) the employee can be replaced by a casual with no resulting training costs to the Board;
 - (iv) there will be no reduction of service to the students, staff or the community;

- (v) all or part of the position may be kept vacant for the duration of the leave;
- (vi) the employee must return to work for the Board or with an Employer that participates in the same or similar arrangement upon completion of the leave for a period of time *not less* than the duration of the Leave of Absence (as stipulated by Revenue Canada).
- (i) Written acceptance or denial of the employee's request will be forwarded to the employee at least four (4) months prior to the commencement of the leave.

Conditions and terms of reference:

- (j) On return from leave, an employee shall be assigned to his/her former position and location except in the case of:
 - (i) An accepted promotion.
 - (ii) A requested and accepted transfer.
 - (iii) The elimination of the position held when the leave was granted. In the event that the position no longer exists or the employee has been bumped, the employee will be governed by the applicable provisions of the Collective Agreement as it pertains to redundancies.
 - (iv) An employee participating in the Plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received, had the one year leave not been taken including credit for one year's seniority.
 - (v) During the year of leave, the employee participating in the Plan shall not accumulate sick leave nor shall be eligible for sick leave until the completion of Leave.
 - (vi) It is understood that OMERS will treat the year of leave as Broken Service, which the employee could purchase at double contributions on 100% of annual salary (i.e. by paying both his/her contributions and the employer's contributions for that year).
 - (vii) During the working years, employee contributions to OMERS will be based on the employee's full salary.
 - (viii) For employees contributing into the Teacher's Pension Plan, superannuation deductions are to be continued as provided by the Teachers' Superannuation Act and according to the policies of the Teachers' Pension Plan Board during all years that the employee is participating and including the year of leave.

- (ix) An employee may withdraw from the Plan any time prior to taking the Self-Funded Leave of absence provided that the employee has applied to the Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated, plus interest owed, less a one hundred dollars (\$100) cancellation administrative fee shall be repaid to the employee within sixty (60) days of the notification of the employee's desire to leave the Plan.
- (x) Should an employee die while participating in the Plan, any monies accumulated, plus interest earned at the date of payment, shall be paid to the employee's estate.
- (xi) Every employee who wished to take pan and who is accepted in the Self-Funded Leave Plan shall enter into a memorandum of agreement which sets out the terms and conditions of the Self-Funded Leave.
- (xii) Income tax shall be deducted on the actual amounts received by the employee during each of the years of the Plan, subject to the income tax regulations in effect at that time.
- (xiii) Revenue Canada stipulates that the employee receive no salary from his/her employer during the leave other than payment of the deferred salary and the statutory benefits that the employer would normally pay to or on behalf of the employee.
- (xiv) Revenue Canada stipulates that the Leave of Absence, may, with the consent of the Board given not less than six months prior to the scheduled dare, be postponed for one year ONLY. Under no circumstances shall such delay or deferral exceed one school year and the participant must take his/her leave at the end of such rime or withdraw from the plan at that time. This postponement will not move the commencement of the leave beyond six years from the date of enrollment in the Plan.

ARTICLE 22 - PREGNANCY / PARENTAL LEAVES

22.01 Employees shall be granted pregnancy and parental leaves in accordance with the Ontario Employment Standards Act as amended from time to time.

22.02 Application for leaves:

- (a) In order to facilitate the hiring of replacement employees, the employee will endeavour to give ten (10) weeks notice of the beginning and end dates of the leave.
- (b)
 - i) application is to the Executive Superintendent of Human Resource Services or designate, through the supervisor, on the appropriate form;
 - ii) for Pregnancy Leave, the application must include the certificate

of a legally qualified medical practitioner stating that the employee is pregnant and giving the estimated date when birth will occur,

22.03 Benefits during leaves:

- (a) Pregnancy and parental leaves are without pay.
- (b) For those employees who are eligible for Employment Insurance benefits during such a leave, the Board's Supplementary Employment Benefit plan approved by Human Resources Development Canada shall provide an amount equal to the Employment Insurance benefit #or the two (2) week waiting period prior to the commencement of the Employment Insurance Pregnancy Leave Benefits.
- (c) Except for the Long Term Disability Plan, an employee on pregnancy and/or parental leave may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate, that the employee does not intend to pay his/her share of contributions.
- (d) Should the employee wish to maintain his/her benefits, the Employer shall continue to pay its share of premiums for such benefits under Article 18 (Vacation) as the employee is currently enrolled in, for that part of the statutory seventeen (17) week Pregnancy Leave and/or that part of the statutory eighteen (18) week Parental Leave taken by the employee.
- (e) An extended parental leave may be granted for an additional sixty-nine (69) calendar weeks.
- (f) Seniority will continue to accrue for the period of Pregnancy Leave, Parental Leave and extended Parental Leave up to a period of two (2) years.

22.04 Return from leave:

The employee shall return to their former position and location provided the employee has not been laid off or displaced under the terms of the Collective Agreement.

ARTICLE 23 - WORKERS SAFETY AND INSURANCE BOARD BENEFITS

- 23.01** A bargaining unit employee who is absent as a result of an accident/injury at the employer's workplace, shall continue to receive full salary and employee benefits until such time as the sick leave accumulation is depleted. The W.S.I.B. payments will be directed and paid to the Employer for as long as the employee is being paid by the Employer during the period of disability, Upon the depletion of sick leave or approval of long term disability benefits, the employee shall receive only those benefits to which the employee is entitled by W.S.I.B.

regularations and/or long term disability benefits under the Board's long term disability plan.

- 23.02 A bargaining unit employee without accumulated sick leave who is unable to perform the employee's essential duties because of a condition compensable under the Workplace Safety and Insurance Act shall receive such benefits as awarded by the W.S.I.B..
- 23.03 During the period of time that the bargaining unit employee is in receipt of W.S.I.B. benefits and the Board is continuing to pay full salary, the Board shall deduct from the employee's accumulated sick leave the equivalent of 0.15 of a day for each day of absence.
- 23.04 Upon notification of entitlement all used sick leave credits shall be reimbursed to the employee at the pro-rated hours in Article 23.03 for each day absent.
- 23.05 During the period of time that an employee is in receipt of W.S.I.B. benefits the Employee shall be governed by the terms of the collective agreement and applicable legislation as it applies to seniority, vacation, sick leave, benefits and pensions. An employee receiving benefits under Article 23 shall continue to accumulate sick leave days in accordance with Article 19 [Sick Leave, Retirement gratuity].

ARTICLE 24 - TEMPORARY EMPLOYEES

- 24.01 Temporary Employees shall be defined as:
- a) an employee hired for the specific purpose of replacing another employee absent due to a paid or unpaid leave of absence not to exceed twenty-four (24) consecutive months;
 - b) an employee hired, for special projects or during periods of heavy workload, and for a specific term not to exceed four (4) consecutive months in the same assignment. Should it become necessary to extend the assignment beyond four (4) months, the reasons will be discussed with the Union.
- 24.02 Temporary employees shall be paid 80% of the minimum rate of the position they were hired for except as provided below.
- 24.03 Temporary employees shall be eligible for statutory holiday(s) and vacation pay in accordance with the Ontario Employment Standards Act.
- 24.04 Temporary employees shall pay Union dues in accordance with CUPE 4222 By-Laws.
- 24.05 Temporary employees whose assignment continues beyond ninety (90) consecutive days of work shall be paid at the minimum rate for the job they are performing effective on the 91st day of the assignment.

- 24.06 Temporary employees whose assignment extends beyond twelve (12) consecutive months shall be eligible to enroll in the Life, Health and Dental Plans by paying 100% of the premiums. Eligibility for Benefits shall commence as soon as it is confirmed that the assignment will be for more than twelve (12) consecutive months but no sooner than six (6) months after the beginning of the assignment.
- 24.07 No employee who has acquired seniority under this agreement will be laid off, nor shall a lay off be prolonged, by reason of the Employer hiring or retaining employees under this Article,
- 24.08 By the 10th of each month the Union shall be given a "Temporary Report" which will include the names of the temporary employees who worked during the previous month, the days worked and the location of the assignment.

ARTICLE 25 - TECHNOLOGICAL CHANGE

- 25.01 For the purpose of this Agreement, technological change shall mean the introduction of equipment, material or processes different in nature from that previously utilized by the Employer.
- 25.02 Should it become necessary to introduce technological changes which may have an effect on the employment status of bargaining unit employees:
- (a) The Employer will notify the Union as far as possible in advance of their intentions and will advise the employees affected not less than three (3) months prior to such changes.
 - (b) The Union will also be provided with information as new developments arise and modifications are made.
 - (c) The Employer will provide the Union with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- 25.03 The Notice to the Union shall be given in writing and shall contain pertinent data, including:
- (a) the nature of the change;
 - (b) the date on which the Employer proposes to effect the change;
 - (c) the approximate number, type and location of employees likely to be affected by the change; and
 - (d) the effects the change may be expected to have on employees working conditions and terms of employment.
- 25.04 The Employer agrees to provide appropriate training where it is demonstrated that an employee, whose position is affected by technological changes, may be

able to retain their position with such training. The training period shall not exceed ninety (90) consecutive calendar days. During such training period, the employee shall continue to be paid at their regular rate of pay and regular hours of work.

25.05 An employee who is displaced from their job as a result of technological change shall exercise their rights under Article 7 (Lay-off & Redundancy).

25.06 Current job classifications which are changed as a result of technological change shall be automatically included in the bargaining unit unless the Union and the Employer mutually agree to exclude them.

ARTICLE 26 -GENERAL

26.01 The Employer will not enter into any private agreement with an employee in the bargaining unit, the terms of which are contrary to any terms of this Agreement.

26.02 (a) Where an employee is specifically required by the Employer to undertake any course of instruction or attend any seminar or conference outside the employees place of work, reimbursement for traveling expenses shall be paid by the Employer at the rates established for employees in its Policies, By-laws, and Regulations.

(b) The Employer shall reimburse employees for transportation and travelling expenses within the boundaries of the Board where such employees are required by the Employer to undertake any course of instruction or attend any seminar or conference. Such reimbursement for transportation and traveling expenses within the boundaries of the Board shall be from place of work to the place of instruction, seminar or conference and return to place of work.

26.03 With the prior permission of the Employer, the Union may hold meetings on the Employer's property without charge, provided such meetings do not interfere with the operations of the building in which they are held.

26.04 The Employer agrees to consider reimbursement to permanent employees for the amount of tuition or part thereof for any course of instruction undertaken and successfully completed by the employee, subject to the following conditions:

- (a) availability of funds;
- (b) the employee must submit the content of the course to the Employer and receive the Employer's approval thereto prior to the commencement of the course;
- (c) the subject matter of the course must be such as to improve the capability of the employee and for the betterment of the Employer.

- 26.05 (a) A copy of the amended collective agreement shall be made available to each member of the bargaining unit within ninety (90) calendar days of the date of ratification,
- (b) The cost of printing sufficient copies for distribution shall be shared equally by both parties.
- (c) At the time of hiring, the Employer agrees to provide all new permanent employees with a copy of the Current collective agreement and any applicable Employer policies and/or brochures (including those dealing with pregnancy leave, Program, sexual harassment and benefits).
- (d) An Officer of the Union shall be given the opportunity to welcome each new permanent employee within regular working hours for the purpose of acquainting the new permanent employee with the Union.
- 26.06 The Employer will supply a first aid kit at each worksite.
- 26.07 Employees will not be required to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the employee to risk of injury or liability for negligence, It shall not be part of the duties and responsibilities of a member of the bargaining unit to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.
- 26.08 The Board shall provide adequate insurance protection for employees against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of employees covered by this agreement.
- 26.09 Unless legislation mandates, workfare participants will not replace existing members of the bargaining unit.
- 26.10 By the tenth (10th) of each month the Union will be advised of all bargaining unit appointments, transfers and hiring of the previous month.
- 26.11 The Mail Messenger Clerk(s) shall be provided with smocks to protect their clothing.

ARTICLE 27 GROUP R.R.S.P. SEVERANCE FUND

- 27.01 Effective thirty (30) days following the signing of this Agreement, the former London Board of Education Group R.R.S.P. will be terminated.
- 27.02 Within sixty (60) days following the termination of the Group R.R.S.P. Plan, the amount accumulated in the Fund in the name of the individual employee shall be transferred to a Fund of the employee's choice.

ARTICLE 28 - TERM OF AGREEMENT

28.01 This agreement shall be for a term of two years commencing on 2000 January 01 and ending 2001 December 31 unless either party gives notice in writing to the other not less than thirty (30) or more than one hundred and twenty (120) days prior to the expiry date hereof of that party's intention to renew the Collective Agreement with or without modifications in accordance with the Ontario Labour Relations Board,


28.02 No changes can be made to this Agreement without the written consent of the parties nor can any changes be made to the Agreement without submitting the changes for ratification by the parties as determined by their respective bargaining procedures.


ARTICLE 29 BENEFITS

- 29.01 (a) Subject to the availability through an insurance carrier of the group insurance plans specified below, common benefit plans for all eligible employees of the bargaining unit shall be implemented effective the 1st of the month following ninety (90) days after the date of ratification of the Agreement. The Plans shall be comprised of the following components.
- i) Health Plan: including Vision Care and Out of Province coverage as per Appendix C (Benefits).
 - ii) Dental Plan: including major restorative and orthodontics as per Appendix C (Benefits).
 - iii) Life Insurance Plan: including basic group life, dependent life and optional employee life as per Article 29.04 below.
 - iv) Long Term Disability Plan: Benefit formula will be sixty six and two thirds (66 2/3) percent.
 - v) Ontario Health Insurance Plan.
- (b) Employees are eligible to participate in the benefit plans once they have obtained Seniority as per Article 6, provided they are not on lay-off.
- (c) The benefit plans in effect until the common plan becomes effective shall be those that existed in the relevant collective agreements of the applicable predecessor Board.
- 29.02 (a) The Employer will pay on behalf of each eligible full-time employee one hundred percent (100%) of the premium for health and dental plans.


- (b) Employees will pay one hundred percent (100%) of the Life Insurance and Long Term Disability Plan premiums.
- (c) Participation in the Long Term Disability, Basic Life Insurance, Health and Dental Plans is a condition of employment for all full-time employees. Full-time employees may decline participation in the Health and Dental Plans provided proof of coverage by a spouse's plan is submitted.

29.03 Eligible part-time employees regularly scheduled to work at least seventeen and one half (17.5) hours but less than twenty-four (24) hours per week will be eligible to participate in the Benefit Plans in 29.01 (a) (i), (ii) and [iii] above, The Employer's contribution to the Health & Dental Plans shall be pro-rated in accordance with the employee's FTE.

29.04 (a) Basic Group life Insurance equal to two and one half (2 1/2) times the employees annual salary to a maximum insurance coverage of \$100,000 is mandatory for all employees. 

(b) Optional Employee Life Insurance is available in an amount equal to one (1) times the employees annual salary for all employees. 

(c) Dependent Group Life Insurance is also available to all employees as follows:

spouse	\$25,000	
Dependent children	\$10,000 for each dependent child.	

(d) All the above mentioned plans will be administered by the Employer with full premium costs of the plan and administration costs being paid by the employees.

29.05 The Employer shall return prior to May 31st to each employee, the Federal Employment Premium Rebates to which the employees are entitled to for the previous twelve (12) months.

29.06 The Insurance Plans as outlined in this Article shall be as more particularly described and set forth in the respective policies of insurance, Any dispute over payment of benefits under any such policies shall be adjusted between the employee and the insurer concerned, but the Employer will use it's best efforts to adjust and settle such dispute.

29.07 A copy of the master policy or policies of the benefit plans as set out in this Article shall be provided to the Bargaining Unit Executive.

- 29.08 Subject to eligibility requirements and the provisions of any legislation, an employee on any leave of absence without pay shall be required to continue participation in the benefit plans while on leave and shall be responsible for paying 100% of the premium costs.
- 29.09 Surviving dependents, as defined in the policy, of a deceased employee shall be entitled to have existing health and dental coverage continue at the surviving dependent's cost for a period of up to one (1) year after the death of the Employee.
- 29.10 An employee who retires to an unreduced pension or reduced pension shall have the option of continuing uninterrupted benefit coverage which was in existence on the date immediately prior to the date of retirement, for each of the Health, Dental and Basic Group Life Insurance to age sixty-five (65) by making full premium payments monthly in advance, to the Employer. The cost of such premiums shall be at the group rate for retired employees. Effective 2002 September 01, the group rate for retired employees shall be based on the costs incurred (experience) for the period from 2000 September 01 to 2002 August 31. The group rate for retired employees shall be the same as the active employee rate for the bargaining unit from the date of ratification to 2002 August 31.
- 29.11 Current eligible employees may enrol in the basic group life, long term disability, health and dental plans which are available under this Article whether they are currently enrolled or not. The open enrolment period will extend thirty (30) calendar days from the effective date of the new plans. Employees may apply for optional employee life and dependent life insurance by providing evidence of insurability as specified by the insurer.

ARTICLE 30 - PAY EQUITY

- 30.01 For the purpose of these negotiations, positions from predecessor boards have been paired with former London Board of Education positions and will be paid in accordance with the agreed upon wage scales until the positions have been properly evaluated through a Joint Job Evaluation Plan and process agreed upon per Article 30.02.
- 30.02 It is agreed by the Parties that the adjustment of salaries to the salary levels previously paid by the former London Board of Education means that Pay Equity for the Bargaining Unit has been achieved under the Pay Equity Plan previously in place for the former CUPE 1150. It is further agreed that the current CUPE 1150 Job Evaluation Plan will be reviewed jointly and amended as agreed upon by the parties for Pay Equity Maintenance, no later than the expiration of this Collective Agreement.
- 30.03 Any adjustments to wages resulting from job evaluation shall be in accordance

with the terms of reference of the Joint Job Evaluation Plan but retroactive adjustments will be limited to the Date of Ratification of this agreement.

ARTICLE 31 BULLETIN BOARDS

31.01 The Union shall have the use of a bulletin board in the Employer's premises for the purposes of posting notices relating to the Union business or employee matters.

ARTICLE 32 UNION SECURITY

32.01 The Employer will not contract out any work which will result in any employee in the bargaining unit being laid off work or suffering a reduction in their regular hours of work or hourly rate of pay.

32.02 Employees whose jobs are not in the bargaining unit shall not perform any bargaining unit work while employees qualified to perform the available work are on lay off, nor shall such employees be utilized to the extent that it causes the lay off or reduction in hours of bargaining unit members.

ARTICLE 33 AMALGAMATION

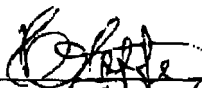
33.01 In the event that the Thames Valley District School Board shall merge, amalgamate or combine any of its operations or functions with another Board of Education, the Board will use its best efforts to ensure that:


- (a) bargaining unit employees shall be credited with all seniority rights with the new employer;
- (b) all service credits relating to vacation with pay, sick leave credits, pensionable service and other benefits shall be recognized by the new employer;
- (c) conditions of employment and wage rates with the new employer shall be at least equal to those contained in this collective agreement;
- (d) no employee(s) shall suffer a loss of employment as a result of the merger;
- (e) preference in location in the merged Board shall be on the basis of seniority; and
- (f) it will solicit input from the President of CUPE Local 4222 regarding items (a-e) as set forth above and keep the President informed of the status of the discussions involving those items.


SIGNATURES

Dated at London, Ontario this thirteenth (13th) day of July, 2000.

SIGNED and AGREED on behalf of the Thames Valley District School Board

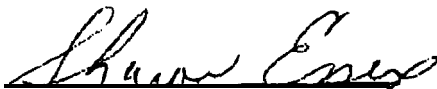

Peter Jaffe
Chairperson of the Board

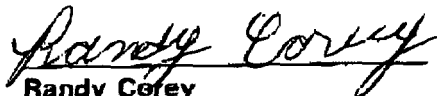

W. J. Laughlin
Director of Education



Patricia Smith
Negotiations Advisory Committee


Elizabeth K. Strong
Manager - Human Resource Services

SIGNED and AGREED on behalf of the Canadian Union of Public Employees (CUPE 4222B)


Sharon Essex
Chairperson


Randy Corey
President


Jennifer David
National Representative - CUPE

SCHEDULE A**1.0 Rates of Pay:**

Job Band	Start	After 1 year	After 2 years
Effective 1999 September 01			
I	\$11.87 *	\$13.06	\$14.36
II	\$13.08	\$14.29	\$15.70
III	\$13.84	\$15.24	\$16.77
IV	\$15.06	\$16.52	\$18.22
V	\$16.67	\$18.43	\$20.35
VI	\$17.87	\$19.86	\$21.99
VII	\$19.20	\$21.32	\$23.62
Effective 2000 September 01			
I	\$12.05 *	\$13.26	\$14.58
II	\$13.28	\$14.50	\$15.94
III	\$14.05	\$15.47	\$17.02
IV	\$15.29	\$16.77	\$18.49
V	\$16.92	\$18.71	\$20.66
VI	\$18.14	\$20.16	\$22.32
VII	\$19.49	\$21.64	\$23.97
Effective 2001 September 01			
I	\$12.23 *	\$13.46	\$14.80
II	\$13.48	\$14.72	\$16.18
III	\$14.26	\$15.70	\$17.28
IV	\$15.52	\$17.02	\$18.77
V	\$17.17	\$18.99	\$20.97
VI	\$18.41	\$20.46	\$22.65
VII	\$19.78	\$21.96	\$24.33

9 Wage Adjustments**a. Upon Ratification**

- Predecessor Board salaries will be increased to equal the paired rates of the former London Board of Education (CUPE Local 11 SO), retroactive to 1999 September 01 for employees on the payroll as of 2000 March 20.
- Employees whose salaries do not require an adjustment of more than 25 cents per hour shall be paid a pro-rated lump sum one time payment of \$700 for 12 month employees and \$525 for 10 month employees,
- Assuming Union ratification on or before 2000 March 23, the above retroactivity OR harmonization of salaries will be paid by 2000 May 01, and other incidental retroactivity adjustments will be paid no later than the first pay period in June 2000. This includes any applicable refund of advance premiums already paid by 10 month employees for summer of 2000 benefit coverage, and any reconciliation payments to former Oxford employees who will be converting from vacation with pay to vacation paid as a percentage which is included in the regular pays.

b. Effective 2000 September 01

- The wage grid shall be adjusted by 1.5%.

c. Effective 2001 September 01

- The wage grid shall be adjusted by 1.5%.

3.0 Job Alike:

- a) Any incumbent whose placement through the initial job alike process results in movement to a higher paying category will receive their increase retro-active to 1999 September 01.
- b) Any incumbent whose placement through the job alike process results in movement to a lower paying category will be red-circled at their current rate of pay.
- c) Former county incumbents shall have the right to appeal their initial job alike placement through the Joint Job Evaluation process. a) or b) above shall apply.

T.V.D.S.B. Sand	former London	Former Oxford	Former Elgin	former Middlesex
band 1	Filing Clerk Library Assistant Library Clerk	Cataloguing Clerk (Learning Resource)		
band 2	Accounts Rec. Clerk Clerical Assistant - ERS Clerical Assistant - ESS Clerical Assistant - Madeline Hardy Clerical Secretary - ERS Clerical Assistant - Secondary Clerical Assistants Clerical Assistant . Transportation Communications Relations Assistant Data Records Clerk Facility Services Clerk Human Resource Services Data Clerk Payroll Clerk Receptionist Staff Dev. Secretary Workshop Clerk Zone Clerk	A/P Clerk Clerk/Steno Co-op Ed. Adult School Secretary Cont. Ed. Site Secretary Film Clerk Office/Library Secretary Payroll Clerk Receptionist/Video Clerk Receptionist Secretary Receptionist Secretary - Maintenance Secretary to Curriculum Facilitators Secretary -Plant Operations Secondary School/Library Transportation Clerk	A/P Clerk II A/P Clerk I Media Resource Clerk Plant Operations Secretary Programme Secretary Purchasing Clerk Receptionist Student Services Secretary Transportation Secretary	Business Clerk - B (Accounting) Media Secretary Receptionist Resource Secretary Secretary - Computer Services Secretary - Supervisor of Cust./Maint. Secretary C - Sec. Secretarial Assistant to the Superintendent of Business Transportation Secretary
Band 3	Cashier Data Input Secretary Enrolment/Assessment Clerk Environmental Education Secretary ERS - Secretary ESL Secretary - Elem. ESS - Secretary Finance/Purchasing Secretary Information Services Secretary Mail Messenger Clerk Night School Secretary Payroll Control Clerk Personnel Clerk	Office Secretary	Cont. Ed. Secretary	Cont. Ed. Secretary

T.V.D.S.B. Band	Former London	Former Oxford	Former Elgin	Former Middlesex
	Psychological Serv. Secretary Sec. School Secretary (SAS &/or Guidance) Word Processing Operator			
Band 4	Buyers Assistant Computer Services Secretary Payroll Control Assistant	Senior Payroll Clerk	Payroll Clerk	Assistant Buyer Payroll Clerk - B
Band 5	Head Secretary Sr. Payroll Control Assistant	Elementary Secretary	Elementary Secretary	Elementary Secretary
Band 6	Computer Coordinator			
Band 7	Administrative Secretary	Secondary Head Secretary	Head Secretary	Head Secretary
Unclassified	Media Services Technician			

These positions are yet to be evaluated through the Joint Job Evaluation Plan as per Article 30 to determine appropriate position and category.

- * Attendance Secretary
- * Library Secretary - Sec.
- * Library Clerk - Sec.
- * Receptionist/Student Serv.
- * Secondary School Secretary
- * Student Services Secretary
- * Student Services Clerk

* Secondary Secretary

- * Business Clerk - C
(Secondary)
- * Secretary - D
(Secondary)

APPENDIX A (BARGAINING UNIT EXCLUSIONS)

- Affirmative Action Coordinator
- Assistant Business Administrator
- Accounts, Buyer and Assistant Account
- Accounting Technician
- Administrative Assistant - FFL
- Administrative Secretary or Assistant to Director
- Administrative Assistants
- Administrator - English as a 2nd Language
- Administrator - Adult Basic Education
- Applications Development Administrator
- Assistant to Superintendent
- Educational Support Services
- Assistant to Superintendent - Operations and Administrative Services
- Assistant to Superintendent - Planning Services
- Audit Technician
- Chief Measurement and Evaluation
- Chief Research
- Continuing and Alternative Education Marketing Officer
- Corporate Liaison Officer
- Counsellor and Support Worker
- Communications Officer
- Data Administrator
- Disability Management Officer
- Energy and Environment Officer
- Equity Officer
- Executive Secretary
- Information Centre Analyst
- Internal Auditor
- Senior Personnel Clerk
- Senior Records Clerk
- Senior Budget Clerk
- Secretary to the Trustees
- Secretaries in the Board's Secretary's Office
- Supervisor - ERS
- Secretary, Secretarial Assistant or Executive Secretary to Superintendents, Associate Superintendents and Assistant Superintendents
- Safety Specialist
- Safety Technician
- Senior Analyst
- Senior Buyer

- . Secretary to the Director of Education
- . Executive Assistant to the Director of Education and Secretary of the Board
- . Secretary to the Superintendent of Business/Human Resource Services
- . Native Counsellor
- . Placement Assistant
- . Professional Librarian
- . Buyer
- . Foreperson
- Program Administrator - Speech and Language
- Private Secretary to the Secretary's Office
- Project Co-ordinator
- Personnel Assistant
- Program Administrator
- Speech and Language Project Co-ordinator
- Secretary to the Human Resource Services Managers
- Secretary to the Financial Managers

APPENDIX B (GRATUITIES)

Former 1150

If an employee has acquired seniority under this agreement, and is full-time, was hired prior to 1978 October 05, has ten (10) years' continuous service, and ceases to be employed by the Employer because of retirement from the Employer's service for reason of age or disability, such employee shall be paid an amount equal to one-half (½) of his/her accumulated sick leave credit with such payment not to exceed one-half (½) of the employee's annual salary. In the event of death of the employee, the payment shall be made to the estate of the deceased.

Fanner 1753

- (a) An employee hired before 1984 November 01, regularly employed for thirty-five (35) hours per week, who completes ten (10) years or more continuous service with the Employer and, having attained age sixty (60) or achieved the ninety (90) factor as determined under the O.M.E.R.S. retirement plan, ceases to be employed by the Employer due to retirement from the Employer's service shall be entitled to a retirement gratuity based upon the formula set forth in Schedule "C" attached hereto and forming part of this agreement. Should such employee resign they shall be eligible only for the gratuity payment as set forth in (b) below.

For Persons Employed on a Twelve (12) Month Basis:

Number of days of accumulated sick leave to maximum of:

$240/2 \times 1/240 \times$ Regular annual salary on retirement excluding overtime.

For Persons Employed on a Ten Month Basis:

Number of days of accumulated sick leave to maximum of:

$200/2 \times 1/200 \times$ Regular annual salary on retirement excluding overtime.

- (b) An employee hired after 1984 November 01 and before 1998 January 01 who is regularly employed for thirty-five (35) hours per week, who has completed a minimum of five (5) years or more of continuous service with the Employer prior to 2000 March 01 and ceases to be employed by the Employer shall upon resigning from service with the Employer, be paid an amount equal to one-fifth (1/5) of the unused cumulative sick leave. This amount shall be calculated at the employee's salary on 1997 December 31. The maximum accumulated sick leave for computing this allowance shall be the lessor of the number of

days accumulated on the date of termination or the number of days accumulated at the time of resignation.

Former 1791

For employees hired prior to 1975 January 01, the amount of retirement gratuity shall be calculated by multiplying the employee's salary for the year immediately preceding retirement by the amount of accumulated sick leave credits and dividing that total figure by four hundred(400), i.e.:

$$\text{salary of last year} \times \text{accumulated days} / 200 \times 2$$

On the death of an employee who commenced employment with the Board prior to 1975 January 01, who has completed ten or more years of continuous service with the Board immediately prior to death, the employee's estate shall receive an amount equal to one-half(H) of the employees' accumulated sick leave as of that date X 1/200 of the employee's last year's salary, providing it does not exceed 50% of the employee's last year's salary prior to death.

For employees hired after 1975 January 01 and prior to 1978 September 19, the amount of retirement gratuity shall be calculated by dividing an employee's accumulated sick leave credits by two hundred (200) and multiplying the result by 2% of salary for the year immediately preceding retirement multiplied by years of service with the Employer, i.e.:

$$\frac{\text{Accumulated days}}{200} \times \frac{2}{100} \times \text{salary of last year} \times \text{years of service}$$

On the death of an employee who commenced employment with the Board after 1975 January 01 and prior to 1978 September 19, who has completed ten or more years of continuous service with the Board immediately prior to death, the employee's estate shall receive an amount equal to one-half(1/2) of the employee's accumulated sick leave as of that date X 1/200 of the employee's last year's salary, providing it does not exceed 50% of the employee's last year's salary prior to death.

Former 358 1

When an employee retires at normal retirement age, or upon retiring between age 55 and 65, and has had at least ten (10) years continuous service, the employee shall be entitled to a sick leave credit gratuity based on the following formula:

$$\frac{1}{2} \times \text{Salary of Final Year} \times \frac{\# \text{ of accumulated Sick Leave Days}}{220} \times \frac{\# \text{ of Years Service with Employer of any Predecessor Board}}{20}$$

Maximum gratuity shall not exceed \$6,000.00 for employees hired after 1978 May 01.

A Sick Leave Credit Gratuity shall be paid to the estate of an employee with ten(10) years of continuous service whose death occurs before retirement and while still employed. The gratuity shall be calculated as though the employee has retired under circumstances which would qualify the employee for the gratuity on the day before the employee's death.

APPENDIX C (BENEFITS)

HEALTH PLAN

The health plan will include:

- (a) Vision care maximum reimbursement of \$200 per employee and/or dependent for any two (2) consecutive calendar years.
- (b) Orthotics coverage.
- (c) Out of Province coverage.
- (d) Semi-private room coverage.
- (e) Pay direct drug card will be provided,
- (f) Dispensing fees will be capped at \$7.50.
- (g) One hundred percent (100%) reimbursement plan will take effect.

The dental plan will include:

- (a) One (1) year lag on Ontario Dental Association Fee Schedule.
- (b) Dental recall coverage at nine (9) months for employees and their dependents.